

AG Contract No. KR98 0856TRN
ADOT ECS File No. JPA 98-70
Project: S-493-505 H 4879 01 C
Section: Page Loop (SR 89L)

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PAGE

THIS AGREEMENT is entered into 13 July, 1998
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the City of Page, acting by and through its Mayor and City Council, (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR-89L at the following location.

From SR 89L centerline roadway station 45+00 at Cameron Rd. to centerline roadway station 61+55 at Aspen, a total net distance of approximately 0.30 miles.

NO. 22482
Filed with the Secretary of State
Date Filed: 07/13/98

Betsy Bayless
Secretary of State

By Dick V. Greenewald

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the contract the City shall reimburse the State twenty five percent (25%) of the landscape contract cost, in an amount currently estimated at \$7,500.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the City's expense. The City will waive water development fees.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed and established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Page
City Manager
Box 1180
Page, AZ. 86040

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PAGE

STATE OF ARIZONA
Department of Transportation

By Michael A. Woods
MICHAEL A. WOODS
Mayor

By Peter L. Eno
PETER L. ENO
Contract Administrator

ATTEST

By Dorinda J. Ford
City Clerk